

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the State Water Resources Control Board (SWRCB), California Regional Water Quality Control Board, San Diego Region (Regional Board), laboratory analytical services as described herein.
2. The Contractor shall provide services at its laboratory facility, or at the laboratory facilities of any approved subcontractors. The Contractor must be located within 20 miles of the Regional Board office located at 9174 Sky Park Court, Suite 100, San Diego, California 92123-4340, or be able to pick-up samples within two (2) hours of verbal notification by the SWRCB Project Representative.
3. The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Contractor
California Regional Water Quality Control Board, San Diego Region (Regional Board)	
Attention: Linda Pardy	
Address: 9174 Sky Park Court, Suite 100	
City/State/Zip: San Diego, CA 92123-4340	
Telephone: (858) 627-3932	
Fax: (858) 571-6972	
E-mail: pardl@rb9.swrcb.ca.gov	

The parties may change their Project Representatives upon providing ten (10) days written notice to the other party.

4. Detailed description of work to be performed and duties are described as follows.

**WORK TO BE PERFORMED**

**A. Logistics and Transfer of Samples**

The Contractor must be available to pick-up and/or receive samples from 8 a.m. to 5 p.m., Monday through Friday (except State holidays), and at special times mutually agreed upon by the Contractor and the SWRCB Project Representative. Samples may be delivered or shipped to the Contractor's laboratory by the SWRCB Project Representative without prior notice. The number of samples submitted at any time may vary. Under normal circumstances, the SWRCB Project Representative shall arrange delivery or shipment of samples to the laboratory at no expense to the Contractor. However, when the SWRCB Project Representative requires samples to be analyzed under "Emergency" turnaround status, as defined in this Exhibit, or is unable to arrange delivery or shipping in time to meet restrictive sample holding times, the laboratory may be required to provide sample pick-up, or courier service from the Regional Board.

In the case of a special pick-up request, pick-up or courier service shall be provided within three (3) hours of the request, weather permitting. There shall be no charge to the Regional Board for special pick-up service. The Contractor will not be obligated to provide this service more than ten (10) times during the life of this Agreement.

The laboratory shall institute procedural safeguards to ensure exclusive custody and safekeeping of the samples, and designate individuals responsible for custody of such samples. The laboratory's transportation schedule shall not cause sample-holding times to be exceeded. Transportation expenses must be included in the costs submitted in the Laboratory Schedule of Costs Tables, (hereinafter referred to as Costs Tables) and must not be listed as separate charges.

**B. Analytical Equipment and Supplies**

All sample collection containers, including bacteriological examination containers that are sterilized and contain appropriate dechlorinating agents, refrigerants, preservative reagents, shipping containers, labels and chain-of-custody forms shall be provided by the Contractor at no additional cost. Sampling containers, dechlorinating agents, preservatives, and holding times shall be in accordance with procedures listed in Title 40 Code of Federal Regulations, Section 136 (40 CFR 136), the U. S. Environmental Protection Agency (USEPA) approved manuals, "Manual of Methods for Chemical Analysis of Water and Wastes", or other approved procedures, (i.e., SW 846), "Collection, Storage, Transportation and Pretreatment of Water and Wastewater Samples", published by the Sanitation and Radiation Laboratory, California Department of Health Services (DHS), or as set forth in the analytical methods listed in the Costs Tables, or shall follow customary sampling and preservation procedures for any analytical methods not specifically listed in the Tables. The above references to publications shall mean the applicable provisions thereof as they exist at the time of collection and submission of samples.

**C. Documentation and Handling of Samples**

The Contractor shall provide and use labels and chain-of-custody forms as standard procedure. The labels and forms shall provide and identify space for entry of the following information:

Labels

- a) Customer name,
- b) Site or project name,
- c) Sample identification number,
- d) Date and time sample was collected, and
- e) Preservative(s) used.

Chain-of-Custody Forms

- a) Customer name,
- b) Site or project name,
- c) Sampler's name and telephone number,
- d) Sample identification number,
- e) Date and time sample collected,
- f) Number and type of container,
- g) Preservative(s) used,
- h) Type of sample,
- i) Analysis required,
- j) Priority status: Routine, Urgent, or Emergency
- k) Custody: Routine or Evidence
- l) Remark space for additional information,
- m) Date and time sample relinquished and received, and
- n) Space for relinquishing and receiving person's signature.

**D. Priority Status of Samples**

The SWRCB Project Representative will designate each sample as "Routine", "Urgent", or "Emergency". The definition of each of these priority status categories is provided on page 35 of this Exhibit.

**E. Custody of All Samples and Custody of "Evidence" Samples**

The Contractor must institute procedural safeguards to ensure exclusive custody and safekeeping of all samples, and designate individuals responsible for custody of such samples.

The SWRCB Project Representative, at any time, may attach a special tamper proof evidence tag to particular samples. The tamper proof evidence tag is a special tag placed on a sample container, which creates a seal to prevent tampering or opening of the sample container. In that way the sample is protected from unauthorized opening or contamination. Any samples submitted for analysis with a tamper proof evidence tag are hereinafter referred to as "evidence samples". Samples designated by the SWRCB Project Representative as evidence samples (and containing a tamper proof evidence tag) are also designated as "Urgent" priority status and shall be billed accordingly.

For evidence samples, the following special custody procedures shall be followed:

1. The Contractor shall designate one (1) full-time employee as a sample custodian and one (1) or more employee(s) as alternate sample custodian(s) to ensure that at least one (1) such custodian shall be available to receive evidence samples at all times during the Contractor's normal business hours.
2. The Contractor shall maintain an area for storage of evidence samples, which, in addition to requirements imposed by other provisions of these specifications, shall be secured from access by any person other than a designated custodian.
3. From the time of sample submittal to a custodian, evidence samples shall at all times remain in the actual, or constructive custody of a designated custodian, or analyst until released for disposal pursuant to direction of the SWRCB Project Representative, or designee.
  - a) Actual custody shall mean personal and constant control and surveillance over the sample when it is being transported to or from the secured area and during the actual time that analytical services are being performed on the sample.
  - b) Constructive custody shall mean those times when the sample is stored in the secured area.
  - c) The Contractor shall ensure that all documentation specified in Section C above shall not become separated from the sample until disposition of such documentation is directed by the SWRCB Project Representative, or designee.
  - d) The Contractor shall ensure that the chain-of-custody form shall identify, by signature, the custodian or analyst having custody of the sample and the location of the sample during the entire period from the time the sample is submitted to the Contractor until the SWRCB Project Representative releases it for disposal.
  - e) No evidence sample shall be disposed of until verbal authorization is obtained from the SWRCB Project Representative, or designee.

**F. Disposal of Samples**

The Contractor shall be responsible for disposal of all samples when the analyses are completed. Evidence samples must be stored following completion of analysis until verbal authorization is obtained from the SWRCB Project Representative. All other samples must be stored by the Contractor for at least three (3) weeks following provision of analytical results to the SWRCB Project Representative, or sooner if verbal authorization has been obtained from the SWRCB Project Representative.

**G. Laboratory Procedures**

Analyses and determinations **must** be performed by qualified personnel in accordance with the USEPA, or Department of Health Services approved test procedures described in the current Code of Federal Regulations (CFR), Title 40, Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants"; SW-846 "Test Methods for Evaluating Solid Waste", and California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 11, "Identification and Listing of Hazardous Waste". The test procedures may be modified subject to the application and approval of alternate test procedures under CFR, Title 40, Part 136.4 and 136.5. Analysis for constituents, if any, not covered by the referenced documents shall be performed in accordance with customary test procedures.

Any analysis not performed, in whole or in part, in accordance with the provisions and requirements specified above, or with approved alternate test procedures, shall be rejected in its entirety and no payment shall be made therefore or for the results thereof.

Contractor and subcontractor(s) must possess and maintain Department of Health Services (DHS) certification to perform all applicable analyses.

**H. Analytical Quality Control and Consequences of Inadequate Performance**

The Contractor's laboratory(ies) shall maintain a quality assurance/quality control (QA/QC) program, which meets or exceeds the standards specified by the DHS Environmental Laboratory Accreditation Program (ELAP) and USEPA Quality Assurance Manual Specifications (QAMS). The Contractor, and subcontractor(s), shall provide a copy of the laboratory's QA/QC program manual for review. In addition, an analytical quality control program, in conformance with the procedures contained in approved USEPA manuals, shall be in effect at the Contractor's laboratory and shall be verified on request by the SWRCB Project Representative.

Duplicate and spiked samples may be submitted without warning, together with other samples. The Contractor shall not be notified until analyses are complete that such samples have been submitted. Payment shall be made for analyses of such samples. The analyses shall meet acceptable method performance criteria specified by the DHS-ELAP. If an analysis of a sample falls outside of the acceptable method performance criteria specified by DHS-ELAP, appropriate action must be taken to correct deficiencies and test samples must be analyzed, at the Contractor's expense, until an acceptable analysis is obtained.

The Contractor may be requested to spend up to eight (8) hours, over the course of the Agreement, at the Contractor's expense, researching lab records and providing verification of quality control or lab procedures on a specified analysis. Time requested in excess of eight (8) hours may be charged to the Regional Board at the hourly rate quoted by the Contractor for "Bid Group Six - Special Samples". The SWRCB Project Representative may reject any analytical results for which acceptable standards of quality cannot be demonstrated. For analytical results that are rejected on these grounds, no payment will be made to the Contractor.

Limits of allowable error for common dissolved constituents in “clean water” samples are defined in the following schedule. “Clean water” samples are defined as those not mixed with large quantities of organic or inorganic detritus, nor containing a large concentration of inorganic salts.

Constituent	Allowable Error
Calcium	5% or 1.5 mg/l, whichever is greater
Magnesium	6% or 1.5 mg/l, whichever is greater
Sodium	5% or 2.0 mg/l, whichever is greater
Potassium	5% or 1.0 mg/l, whichever is greater
Chloride	5% or 1.0 mg/l, whichever is greater
Sulfate	5% or 2.0 mg/l, whichever is greater
Nitrate	8% or 1.0 mg/l, whichever is greater
Fluoride	10% or 0.1 mg/l, whichever is greater
Boron	5% or 0.2 mg/l, whichever is greater
Silica	10% or 2.0 mg/l, whichever is greater
Phosphate	20% or 0.2 mg/l, whichever is greater
Ammonia Nitrogen	10% or 0.025mg/l, whichever is greater
Total Kjeldahl Nitrogen	10% or 0.1 mg/l, whichever is greater
Pb, Cu, Zn, Cr, Cd	50% or a detection limit of 20 ug/l or greater
Fe, Mn	50% or a detection limit of 100 ug/l or greater
Hg, Se, As	50% or a detection limit of 10 ug/l or greater
Pesticides, Herbicides, PCBs	50% or a detection limit of 1 ug/l or greater
MBAs	100%
Oil & Grease	100%
Ion Balance (General Mineral)	0.5 milli-equivalent per liter or 5% whichever is greater

In the case of analytical parameters not listed above, determinations of satisfactory accuracy and/or precision may be made by the SWRCB Project Representative from information in the recent edition of “Standard Methods – Water and Wastewater”; Code of Federal Regulations, Title 40, Part 136 and Part 261, or from other reputable publications.

In the case of deviation from true values for known composition samples submitted by the SWRCB Project Representative (for accuracy quality control), the SWRCB Project Representative may either notify the Contractor, if the SWRCB Project Representative believes the error is of a random nature, or submit to the Contractor another known sample. On second occurrence of excessive error within a two-month period, the Contractor's invoices, for one month, shall be discounted in accordance with the following table:

<b>SCHEDULE OF DISCOUNTS Deviation from True Values</b>	
<b>Average of Ratios Of Error to Allowable Errors</b>	<b>Percent Discount</b>
1.0 up to 1.1	10%
Over 1.1 up to 1.2	20%
Over 1.2 up to 1.3	30%
Over 1.3 up to 1.4	40%
Over 1.4	50%

A third occurrence of error in accuracy shall be cause for cancellation of this Agreement by the SWRCB.

In the case of samples submitted by the SWRCB Project Representative for replicate or split analyses (for quality control on precision), deviations from the mean of reported values in excess of the error values defined above as satisfactory, in three or more instances in any one-month period, shall be cause for discount of the Contractor's invoice for one month in accordance with the Schedule of Discounts listed above. Occurrence of such excessive deviations in two successive months shall be cause for cancellation of this Agreement by the SWRCB.

**I. Inspection of the Laboratory**

At the request of the SWRCB Project Representative, the Contractor shall permit its laboratory facilities to be inspected and its analytical procedures observed, in order to insure that all analyses conform to the methods specified in this Agreement. The Contractor shall furnish information, upon request, about any specific analysis and personnel shall be available to answer any questions appropriate to the capability of the Contractor's laboratory.

**J. Analytical Precision and Reporting Requirements**

The Contractor shall report with each sample result:

1. The applicable Minimum Level (ML), or other applicable value, for the sample constituent (selected by the SWRCB Project Representative in accordance with Section K); this ML is the "reported ML"; and
2. The laboratory's current Method Detection Limit (MDL), as determined by the procedure found in 40 CFR 136 (revised as of May 14, 1999).

**MINIMUM LEVEL (ML)** is the concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

**METHOD DETECTION LIMIT (MDL)** is the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in 40 CFR 136, Appendix B, revised as of May 14, 1999.

**K. Selection and Use of Appropriate ML Value or Other Applicable Value**

The SWRCB Project Representative may select MLs or other applicable values from the following sources. (The web addresses where the documents can be obtained are specified <in brackets>):

1. Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays and Estuaries of California 2000, Appendix 4 (hereinafter State Implementation Plan, Appendix 4). <[www.swrcb.ca.gov/iswp/final.pdf](http://www.swrcb.ca.gov/iswp/final.pdf)>
2. California Ocean Plan 2001 Appendix 2 (hereinafter Ocean Plan, Appendix 2). <[www.swrcb.ca.gov/plnspols/oplans/op2001.pdf](http://www.swrcb.ca.gov/plnspols/oplans/op2001.pdf)>
3. Department of Health Services 22 CCR Section 64431 - Primary MCLs. <[www.ca.gov](http://www.ca.gov)> or <[ccr.oal.ca.gov](http://ccr.oal.ca.gov)>

4. Department of Health Services 22 CCR Section 64449 - Secondary MCLs. <www.ca.gov> <ccr.oal.ca.gov>
5. Department of Health Services 22 CCR Section 64450 - Unregulated Chemicals Requiring Monitoring. <www.ca.gov> or <ccr.oal.ca.gov>
6. Department of Health Services 22 CCR Section 64432 - Detection limits for Purposes of Reporting (DLRs) – Inorganics. <www.ca.gov> or <ccr.oal.ca.gov>
7. Department of Health Services 22 CCR Sec. 64445.1 - Detection limits for Purposes of Reporting (DLRs) – Organics. <www.ca.gov> or <ccr.oal.ca.gov>
8. Department of Health Services 22 CCR Sec. 64672(b) - Detection limits for Purposes of Reporting (DLRs) Copper (Cu) and Lead (Pb). <www.ca.gov> or <ccr.oal.ca.gov>
9. USEPA approved methods in 40 CFR 136. <www.epa.gov> or <www.access.gpo.gov/nara/cfr/cfrhtml\_00/Title\_40/40cfr136\_00.html>
10. 40 CFR 131 Water Quality Standards; Establishment of Numeric Criteria for Priority Toxic Pollutants for the State of California; Rule (California Toxics Rule) <www.epa.gov/ost/standards/ctr/toxic.pdf>

Where no MLs are specified for a given constituent in the above sources, MLs may be specified by the SWRCB Project Representative.

#### ML Usage

The ML values in the State Implementation Plan, Appendix 4 and Ocean Plan, Appendix 2 represent the lowest quantifiable concentration in a sample based on the proper application of all method-based analytical procedures and the absence of any matrix interferences. Assuming that all method-specific analytical steps are followed, the ML value will also represent, after the appropriate application of method-specific factors, the lowest standard in the calibration curve for that specific analytical technique. Common analytical practices sometimes require different treatment of the sample relative to calibration standards. Some examples are given below:

Substance or Grouping	Method-Specified Treatment	Most Common Method Specific Factor(s)
Volatile organic	No differential treatment	1
Semi-Volatile organic	Samples concentrated by extraction	1000
Metals	Samples diluted or concentrated	½, 2, and 4
Pesticides	Samples concentrated by extraction	100

Other factors may be applied to the ML depending on the specific sample preparation steps employed. For example, the treatment typically applied in cases where there are matrix-effects is to dilute the sample or sample aliquot by a factor of ten. In such cases, this additional factor must be applied in the computation of the reporting limit. Application of such factors will alter the reported ML (as described in Section J).

The Contractor shall establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Contractor to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

**L. Analytical Results Reporting Protocols**

The Contractor shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

1. Sample results greater than or equal to the reported ML shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).
2. Sample results less than the reported ML, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

ESTIMATED CHEMICAL CONCENTRATION is the estimated chemical concentration that results from the confirmed detection of the substance by the analytical method below the ML value

For the purposes of data collection, the Contractor shall write the estimated chemical concentration next to DNQ as well as the words "Estimated Concentration" (may be shortened to "Est. Conc."). The Contractor may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (+ a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the Contractor.

3. Sample results less than the Contractor's MDL shall be reported as "Not Detected," or ND.

**M. Commitment to Analytical Excellence**

The Contractor must be committed to maintaining analytical excellence as demonstrated by an on-going program to upgrade equipment, train personnel in state-of-the-art methods, and improve detection limits as new technology emerges. The Contractor is expected to maintain their capabilities consistent with accepted industry-wide Best Available Technology (BAT). Persistent refusal to upgrade to critical BAT may result in termination of the Agreement.

**N. Analytical Reports and Submittal Procedure**

The Contractor shall submit the results of laboratory determinations in a format acceptable to the SWRCB Project Representative, or designee. The Contractor shall submit one (1) hard copy and (1) electronic copy of the analytical report(s) of laboratory determinations for each sample as described in this section to the SWRCB Project Representative, or designee, at the time analyses are complete.

Unless otherwise agreed upon, the hard paper copy and the electronic copy of the analytical report(s) shall contain, at a minimum, the following information:



State Water Resources Control Board  
California Regional Water Quality Control Board, San Diego Region  
IFB No. 79190-72

FIELD NAME	DESCRIPTION	INFORMATION PROVIDED BY
STAFF	Name of Regional Board staff person that collected the sample.	SWRCB Project Rep.
PROJECT TYPE	Regional Board project identifier (e.g., NPDES, WDR, NPS, SWAMP, TMDL, DoD, SLIC, UST, AGT, Special project name, or other name).	SWRCB Project Rep.
RWQCB SAMPLE ID	Regional Board sample identifier.	SWRCB Project Rep.
SAMPLE TYPE	Regional Board sample identifier	SWRCB Project Rep.
AGENCY	Owner of location where sample was collected.	SWRCB Project Rep.
FACILITY	Name of facility where sample was collected.	SWRCB Project Rep.
RECEIVING WATER	Receiving water name.	SWRCB Project Rep.
HSA	Hydrologic sub-area of location where samples were collected.	SWRCB Project Rep.
SAMPLE LOCATION	Location description within facility or Ambient surface or ground water location, or location of sediment or soil.	SWRCB Project Rep.
SAMPLE DATE	Date sample was collected.	SWRCB Project Rep.
SAMPLE TIME	Time sample was collected.	SWRCB Project Rep.
LAB SAMPLE ID	Assigned by laboratory (include batch number).	Contractor

FIELD NAME	DESCRIPTION	INFORMATION PROVIDED BY
SAMPLE DELIVERY DATE	Date sample was delivered to the laboratory.	Contractor
SAMPLE DELIVERY TIME	Time sample was delivered to the laboratory.	Contractor
CONSTITUENT(S)	Name of measured parameter(s).	Contractor
METHOD	USEPA or other analytical method used by laboratory.	Contractor
SAMPLE PRIORITY	Note whether sample is "Routine", "Urgent" or "Emergency" priority status designation.	Contractor
INVOICE AMOUNT	Total invoice charged for Regional Board for sample analysis.	Contractor
RESULT(S)	Actual value measured or estimated for each constituent.	Contractor
LAB ANALYST	Name of Laboratory Analyst.	Contractor
SAMPLE CUSTODIAN	If "evidence" sample, name of sample custodian.	Contractor
SAMPLE ALT CUSTODIAN	If "evidence" sample, name of alternate sample custodian.	Contractor
QUALIFIER	Qualifier for result (i.e., >, <, ND, etc.)	Contractor
UNITS	Units of measurement.	Contractor
PQL	Practical Quantification Limit.	Contractor

FIELD NAME	DESCRIPTION	INFORMATION PROVIDED BY
MDL	Method Detection Limit	Contractor
REPORTING LIMITS	Reporting Limits	Contractor
RUN DATE	Date laboratory performed analysis.	Contractor
LAB FLAG	Laboratory qualifier and special comment identification (e.g., whether samples meet holding time requirements, etc.).	Contractor
FLAG COMMENT	Notes for LAB_FLAG (i.e., detailed description about the LAB_FLAG qualifier).	Contractor

The hard paper copy of the analytical report(s) of laboratory determinations shall also include the following fields:

- a. Chain-of-custody form/analysis request documents, and a
- b. Quality control report.

The quality control report shall note any missed analytical holding times. Numeric values shall be reported and flagged for results falling between the reporting limits and method detection limits.

**O. Analytical Results Database and Submittal Procedure**

The Contractor shall provide an electronic database to the SWRCB Project Representative containing analytical results of all laboratory determinations and the running balance of funds expended for this Agreement.

**Database Format and Capability:** The database shall be provided in a Microsoft Access database format or other electronic format acceptable to the SWRCB Project Representative. The database shall include data fields for all field names described in Section N "Analytical Reports and Submittal Procedure". The database shall also have fiscal management capability including tracking of expenditures and dollars remaining in the Agreement.

**Database Management:** The Contractor shall key enter into the database all analytical results reported to the SWRCB Project Representative and the running balance of funds expended. The Contractor shall update the database at least monthly.

**Database Submittal:** The Contractor shall provide the SWRCB Project Representative with an updated electronic copy of the database at least monthly. The database copy may be submitted electronically, or by computer disk.

**P. Time Limits to Perform Sample Analyses**

The Contractor's laboratory(ies) shall perform analyses of samples within timeframes required by approved test procedures, and within USEPA holding times. Payment shall not be made for analyses that are not performed within the required holding time when the Contractor is at fault.

All analyses shall be performed within the USEPA required holding time. Holding time, (date and time sample received and date and time sample analyzed), must be included on the analyses result report. Recurrent failure to meet holding time requirements, or to produce analytical results within the turnaround timeframes specified, may be grounds for termination of the Agreement.

**Q. Time Limits to Report Analytical Results to SWRCB Project Representative**

The SWRCB Project Representative shall mark to designate each sample as 'Routine', 'Urgent', or 'Emergency' priority. The Contractor shall furnish the analytical results to SWRCB Project Representative within the times specified below for each priority status classification.

1. **Routine Priority:** Verbal results shall be available, and results shall be submitted electronically, to the SWRCB Project Representative, within ten (10) working days from date of sample submittal, and the official analytical report **shall** be mailed to the SWRCB Project Representative fifteen (15) working days, from date of sample submittal to the laboratory.
2. **Urgent Priority:** Contractor shall initiate analysis immediately upon receipt of sample and complete the analysis without interruption. The actual duration of such analysis shall depend upon the time reasonably required to perform the analysis for the particular constituent for which analysis is requested. Immediately upon completion of any such analysis, the results shall be submitted electronically to the SWRCB Project Representative, or designee. Verbal results shall be available, and results shall be submitted electronically within two (2) working days from date of sample submittal and the official analytical report **shall** be mailed within five (5) working days of sample submittal.
3. **Emergency Priority:** In an emergency situation where conditions may pose a threat to public health, the SWRCB's Project Representative may request, and the Contractor shall provide, verbal results, and results shall be submitted electronically, within 24 hours of sample submittal. The official analytical report **shall** be mailed within two (2) working days of sample submittal.

For Urgent and/or Emergency samples, the Contractor shall be paid at the special rates identified in Attachment 3.1, "Laboratory Schedule of Costs Tables". The Contractor may formally request an extension of such timeframes on a case-by-case basis if there are extenuating circumstances. Payment penalties, described in Exhibit B, Budget Detail and Payment Provisions, Section 1B, will not be assessed for late submittal when an extension has been granted by the SWRCB Project Representative.

Recurrent failure to produce analytical results within the turnaround timeframes specified may be grounds for termination of the Agreement.

**R. Subcontracting of Laboratory Analysis**

Laboratory analysis may only be subcontracted to other laboratories located in California up to a **maximum of 35 percent** of the total Agreement amount. All potential subcontractors shall be identified in the "Summary of Proposed Laboratory Subcontractors" submitted by the Contractor during the initial bidding process. Such subcontractors shall meet all qualifications and requirements applicable to the primary Contractor. The total cost of the analyses to be subcontracted shall be paid at the rates indicated in the Costs Tables (Exhibit B, Section 4).

In the event that the Contractor cannot provide analytical services meeting the specifications of the Regional Board (e.g., analytical methods, reporting limits, turnaround times for analyses, etc.), the Contractor may be required to subcontract the work to another laboratory, identified by the SWRCB Project Representative, that can meet the specifications. When such work is for analytical services specifically listed in the Costs Tables, but the primary Contractor is unable to meet specifications listed in Exhibit A, Scope of Work, the primary Contractor shall bill the Regional Board for the subcontracted services at the rate identified in the Costs Tables, without any additional subcontracting surcharges.

However, when the SWRCB Project Representative requires subcontracting services for analyses that are not listed in the "Laboratory Schedule of Costs Tables", or the type of work demanded exceeds specifications in Exhibit A, Scope of Work, the SWRCB Project Representative shall negotiate a price for such services with the subcontractor (not to exceed the subcontractor's standard list price). In such cases, the primary Contractor may bill the Regional Board at the negotiated price, plus an additional 15 percent surcharge to cover administrative costs associated with the subcontract.

**S. Handling of Radioactive Solid Waste Samples for Analysis**

The Contractor must be either (1) licensed to receive radioactive solid wastes and (a) perform the analyses, or (b) subcontract the analyses to a qualified laboratory; or (2) allow for direct shipment of radioactive solid waste samples to a laboratory qualified to receive and analyze the samples, and coordinate invoicing and reporting procedures.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing, Payment and Payment Penalties**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the SWRCB agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless a time extension is granted by the SWRCB Project Representative, payment penalties shall apply when turnaround timeframes for sample analyses results are not met by the Contractor, as specified in Exhibit A, Section Q. Payment penalties are as follows:
  - 1. Emergency Priority samples for which turnaround times are missed revert to the Urgent Priority turnaround and payment schedule.
  - 2. Urgent Priority samples for which turnaround times are missed shall revert to the Routine Priority turnaround and payment schedule (i.e., no rush surcharges).
  - 3. Routine Priority samples for which turnaround times are missed shall be assessed a payment penalty of fifty percent (50%) of the analysis price for results received up to ten (10) working days beyond the timeframes specified.
  - 4. No payment shall be made for results received eleven (11) or more working days late.

The submission of late sample analyses results on more than fifteen (15) occasions can be cause for cancellation of this Agreement by the SWRCB Project Representative.

- C. Invoices shall include the Agreement Number together with one copy of a completed analytical report. Each invoice shall include all charges for analytical work completed during that month. To facilitate verification of charges, the Contractor shall also provide itemized subinvoices detailing the charges for each analytical project included in the monthly invoice. The subinvoices must also properly detail all charges, expenses, and direct and indirect costs for each project. All invoices shall be submitted with copies of the chain-of-custody forms for the analytical work being billed. The invoice shall be submitted in triplicate not more frequently than monthly in arrears to:

Linda Pardy  
California Regional Water Quality Control Board, San Diego Region  
9174 Sky Park Court, Suite 100  
San Diego, CA 92123-4340

- D. The original and one (1) approved copy of the invoice or payment request will be forwarded to the State Water Board's Accounting Operations Section by the SWRCB's Project Representative. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the SWRCB's Project Representative.

E. All invoices shall contain the following information:

1. The word "INVOICE" should appear in a prominent location at the top of the page(s);
2. Printed name of the Contractor;
3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
4. The **California Regional Water Quality Control Board, San Diego Region**, shall be identified as the agency being billed;
5. The date of the invoice;
6. The number of the Agreement upon which the claim is based; and
7. An itemized account of the services for which the SWRCB Project Representative is being billed, including:
  - (a) The time period covered by the invoice, (i.e., the term "from" and to");
  - (b) A brief description of the services performed;
  - (c) The method of computing the amount due. Invoices must be itemized based on the categories specified in the Costs Tables. The amount claimed for salaries/wages/consultant fees must also be explained (i.e., hours or days worked times the hourly or daily rate = the total amount claimed);
  - (d) The total amount due should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and
  - (e) Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).

F. Remittance Address:

The Address in which the check warrant will be mailed to is:

Contractor Name  
Attention:  
Street Address or Post Office Box  
City, State, Zip Code

2. **Budget Contingency Clause**

A. Limitation of State Liability:

The maximum amount payable for this Agreement is \$ \_\_\_\_.

Funding for this Agreement is contingent upon appropriation and availability of funds.

The maximum amount to be encumbered in this Agreement for the 2002-03 fiscal year ending June 30, 2003 shall not exceed \$\_\_\_\_. The maximum amount to be encumbered in this Agreement for the 2003-04 fiscal year ending June 30, 2004 shall not exceed \$\_\_\_\_.

- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Budget**

Contractor will only be compensated based on actual services performed and at the rate of the contractor's bid costs, there will be no increase in bid cost.

## **Schedule of Costs Tables**



**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions will be included in the Agreement by reference to Internet site [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **DISPUTES:** Notwithstanding the provisions of the Department of General Services GTC 201, any dispute arising under or relating to the terms of this Agreement, or related to performance hereunder, which is not disposed of by agreement shall be decided by the SWRCB's Project Representative, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the SWRCB's Project Representative shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the SWRCB's Project Representative, unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment, and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **RIGHTS IN DATA:** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the SWRCB as set forth in this section. The SWRCB shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the SWRCB reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)
3. **EVALUATION OF CONTRACTOR:** The Contractor's performance under this Agreement shall be evaluated within thirty (30) days after completion. For this purpose, a form designated by the Department of General Services entitled, "Contract/Contractor Evaluation", Std. 4 Form, shall be used for such evaluation. Post-evaluations shall remain on file for a period of thirty-six (36) months. If the Contractor did not satisfactorily perform the work or service specified in the Agreement, SWRCB shall place one copy of the evaluation form in the Agreement file and send one copy of the form to the Department of General Services within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, SWRCB shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send statements to SWRCB and the Department of General Services defending his or her performance under the Agreement. The Contractor's statement shall be filed with the evaluation in the SWRCB file and at the Department of General Services. (PCC 10369)

4. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the SWRCB. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.

The Contractor shall include in each of its subcontracts for work under this Agreement a provision, which incorporates the requirements stated within this Section. (Gov. Code 7550, 40 CFR 31.20)

5. **PERMITS, SUBCONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB's Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB's Project Representative.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the SWRCB provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

6. **LIABILITY INSURANCE:** **Notwithstanding the Department of General Services' General Terms and Conditions (GTC),** the Contractor shall provide and maintain, during the period of the Agreement, liability insurance in a form satisfactory to the State. The Contractor shall furnish a certificate of insurance to the State along with the executed Agreement.

The certificate of insurance shall state a limit of liability of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined. The certificate of insurance shall show that hazardous activities are protected through commercial general liability, pollution liability, and additional insurance as may be necessary. Hazardous activities are defined as activities performed by the contractor which may result in substantial risk of serious injury to persons or damage to property and include, but are not limited to, the following type of work or service: excavation, drilling, or demolition; pest control, fumigation, crop or agricultural spraying or application of chemicals of any type; transporting persons by any mode of transportation (automobile liability insurance is required in addition to public liability insurance); use of any aircraft or watercraft; and treatment, removal, storage or any other handling of hazardous substances, including but not limited to, toxic waste, petroleum waste, asbestos and like substances.

The certificate of insurance shall meet such additional standards as may be determined by the State, either independently or in consultation with the Department of General Services, Office of Risk and Insurance Management (DGS-ORIM), as essential for protection of the State. Such additional standards shall include coverage for error, mistake, omission, or malpractice. The certificate of insurance shall also provide that:

- a. The insurer shall not cancel the insured's coverage prior to thirty (30) days written notice to the State.
- b. The State, its officers, agents, employees, and servants are named as additional insured, but only insofar as the operations under this Agreement are concerned.
- c. The State shall not be responsible for any premiums or assessments on the contractor's policy.
- d. The Contractor's policy shall be primary and noncontributing as required by the DGS-ORIM.
- e. Evidence of insurance shall meet the requirements specified and shall be of a form and content that is acceptable to the DGS-ORIM.
- f. The insurance will be issued by an insurance company, or will be provided through partial or total self-insurance that is acceptable to the DGS-ORIM.

The liability insurance herein required shall be in effect at all times during the term of this Agreement. The contractor shall provide the SWRCB's Project Representative and DGS-ORIM at least thirty (30) days prior to said expiration or cancellation date, a new certificate of insurance evidencing insurance coverage as provided for herein for the remainder of the Agreement term, or for a period not less than one (1) year. New certificates of insurance are subject to the approval of the DGS-ORIM, and no services shall be performed prior to the obtaining of such approval. In the event the Contractor fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement.

The insurance required above shall cover all Contractor supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work under this Agreement do not have insurance equivalent to the above, Contractor liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

7. **CONTRACT MODIFICATIONS**: The SWBCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification", make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. In no event can the contract modification have any impact on the budget specified in Exhibit B. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification", submit to the SWRCB a written statement setting forth the disagreement with the change.
8. **TERMINATION**: **Notwithstanding the provisions of the Department of General Services' Terms and Conditions (GTC)**, the SWRCB may terminate performance of work under this Agreement upon 30 days written notice.

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- a. Stop work on the date specified in the notice;
- b. Place no further orders or enter into any further subcontracts for materials, services or facilities, except as necessary to complete work under the Agreement up to effective date of termination;
- c. Terminate all orders and subcontracts;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- e. Deliver or make available to the SWRCB all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination. (PCC 10253, G.C. 11010.5, 40 CFR 31.36)

9. COMPUTER SOFTWARE: Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.